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8 **BEFORE THE**
9 **PHYSICAL THERAPY BOARD**
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 1D 2004 63972

12 LUCIA ESCOBAR, PTA

OAH No. L2007020181

13 1232 Souza Way
Folsom, CA 95630

14 Physical Therapist Assistant License No. AT
15 1232

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

16 Respondent.

17
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the
19 above-entitled proceedings that the following matters are true:

20 PARTIES

21 1. Steven K. Hartzell (Complainant) is the Executive Officer of the Physical
22 Therapy Board of California. He brought this action solely in his official capacity and is
23 represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California,
24 by Trina L. Saunders, Deputy Attorney General.

25 2. Physical Therapist Assistant (PTA) Lucia Escobar, (Respondent) is
26 representing herself in this proceeding and has chosen not to exercise her right to be represented
27 by counsel.

28 3. On or about February 19, 1986, the Physical Therapy Board of California

1 (Board) issued Physical Therapist Assistant License No. AT 1232 to Lucia Escobar. The License
2 was in full force and effect at all times relevant to the charges brought in Accusation No. 1D
3 2004 63972 and will expire on March 31, 2009, unless renewed.

4 JURISDICTION

5 4. Accusation No. ID 2004 63972 was filed before the Board and is
6 currently pending against Respondent. The Accusation and all other statutorily required
7 documents were properly served on Respondent on February 10, 2006. Respondent filed her
8 Notice of Defense contesting the Accusation. A copy of Accusation No. 1D 2004 63972 is
9 attached as exhibit A and incorporated herein by reference.

10 ADVISEMENT AND WAIVERS

11 5. Respondent has carefully read, and understands the charges and allegations
12 in Accusation No. 1D 2004 63972. Respondent has also carefully read and fully understands the
13 effects of this Stipulated Settlement and Disciplinary Order.

14 6. Respondent is fully aware of her legal rights in this matter, including the
15 right to a hearing on the charges and allegations in the Accusation; the right to be represented by
16 counsel at her own expense; the right to confront and cross-examine the witnesses against her;
17 the right to present evidence and to testify on her own behalf; the right to the issuance of
18 subpoenas to compel the attendance of witnesses and the production of documents; the right to
19 reconsideration and court review of an adverse decision; and all other rights accorded by the
20 California Administrative Procedure Act and other applicable laws.

21 7. Respondent voluntarily, knowingly, and intelligently waives and gives up
22 each and every right set forth above.

23
24 CULPABILITY

25 8. Respondent admits the truth of each and every charge and allegation in
26 Accusation No. 1D 2004 63972.

27 9. Respondent agrees that her Physical Therapist Assistant License is subject
28 to discipline and she agrees to be bound by the Board's imposition of discipline as set forth in the

1 Disciplinary Order below.

2 CIRCUMSTANCES IN MITIGATION

3 10. Respondent Lucia Escobar, PTA has never been the subject of any
4 disciplinary action. She is admitting responsibility at an early stage in the proceedings.

5 CONTINGENCY

6 11. This stipulation shall be subject to approval by the Board. Respondent
7 understands and agrees that counsel for Complainant and the staff of the Physical Therapy Board
8 of California may communicate directly with the Board regarding this stipulation and settlement,
9 without notice to or participation by Respondent. By signing the stipulation, Respondent
10 understands and agrees that she may not withdraw her agreement or seek to rescind the
11 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
12 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of
13 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
14 the parties, and the Board shall not be disqualified from further action by having considered this
15 matter.

16 OTHER MATTERS

17 12. The parties understand and agree that facsimile copies of this Stipulated
18 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
19 force and effect as the originals.

20 DISCIPLINARY ORDER

21 In consideration of the foregoing admissions and stipulations, the parties agree
22 that the Board may, without further notice or formal proceeding, issue and enter the following
23 Disciplinary Order:

24 IT IS HEREBY ORDERED that Physical Therapist Assistant License No. AT
25 1232 issued to Lucia Escobar, PTA (Respondent) is revoked. However, the revocation is stayed
26 and Respondent is placed on probation for three (3) years on the following terms and conditions.

27 1. RESTRICTION OF PRACTICE- TEMPORARY SERVICES AGENCIES

28 The Respondent may only work for one temporary services agency or registry at a time.

1 Respondent may hold only one work assignment from such temporary services agency or registry
2 at a time. Such work assignment must be at a single hospital facility.

3 2. NOTIFICATION OF CHANGE OF TEMPORARY SERVICES

4 AGENCY The Respondent shall notify the Board, in writing, of any change of temporary
5 service agency or registry she becomes employed by within seven (7) days of making such
6 change. The writing must include the name, address and telephone number of the new temporary
7 service agency or registry with which Respondent has become employed, as well as the effective
8 date of such employment.

9 3. REPRESENTATION OF ONESELF AS A PHYSICAL THERAPIST

10 ASSISTANT The Respondent must never refer to herself as a physical therapist, or as a
11 "therapist." When referring to her professional title or license Respondent should always refer to
12 herself as a "physical therapist assistant."

13 4. COST RECOVERY The Respondent is ordered to reimburse the Board
14 the actual and reasonable investigative and prosecutorial costs incurred by the Board in the
15 amount of \$10,000.00. Said costs shall be reduced, however, to \$7,280.00 if Respondent pays
16 \$2,000.00 within ninety (90) days of the effective date of the Decision. In addition to the
17 \$2,000.00 to be paid within ninety (90) days of the effective date, payments on the remaining
18 \$5,280.00 will commence 120 days after the effective date of the Decision. Payments will be
19 made in the amount of \$160.00 every thirty (30) days until \$5,280.00 is paid in full. In the event
20 that Respondent fails to make the payment of \$2,000.00 within ninety (90) days of the effective
21 date of the Decision, or fails to make any of the agreed upon \$160.00 timely payment, the full
22 amount of \$10,000.00 shall be immediately due and payable.

23 Failure to pay the ordered \$2,000.00 lump sum of reimbursement, or any agreed upon
24 payment, may constitute a violation of the probation order. The filing of bankruptcy by
25 Respondent shall not relieve Respondent of her responsibility to reimburse the Board. If
26 Respondent is in default of her responsibility to reimburse the Board, the Board will collect cost
27 recovery from the Franchise Tax Board, the Internal Revenue Service or by any other means of
28 attachment of earned wages legally available to the Board. Failure to fulfill the obligation could

1 also result in attachment to the Department of Motor Vehicle registrations and/or license
2 renewals.

3 5. OBEY ALL LAWS Respondent shall obey all federal, state and local
4 laws, and statutes and regulations governing the practice, inspections and reporting, of physical
5 therapy in California and remain in full compliance with any court ordered criminal probation.

6 6. COMPLIANCE WITH ORDERS OF A COURT The Respondent shall
7 be in compliance with any valid order of a court. Being found in contempt of any court order is a
8 violation of probation.

9 7. COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF
10 RESTITUTION Respondent shall not violate any terms and conditions of criminal probation
11 and shall be in compliance with any restitution ordered, payments or other orders.

12 8. QUARTERLY REPORTS Respondent shall submit quarterly
13 declarations under penalty of perjury on forms provided by the Board, stating whether there has
14 been compliance with all the conditions of probation.

15 9. PROBATION MONITORING PROGRAM COMPLIANCE Respondent
16 shall comply with the Board's probation monitoring program.

17 10. INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent
18 shall appear in person for interviews with the Board, or its designee, upon request at various
19 intervals.

20 11. NOTIFICATION OF PROBATIONER STATUS TO EMPLOYERS The
21 Respondent shall notify all present or future employers of the reason for and the terms and
22 conditions of the probation by providing a copy of the Accusation and the Decision and Order to
23 the employer, and submit written employer confirmation of receipt to the Board within 10 days.
24 The notification(s) shall include the name, address and phone number of the employer, and, if
25 different, the name, address and phone number of the work location. Employers include any
26 temporary staffing or registry service with whom the Respondent is employed and any hospital
27 where the staffing or registry service places Respondent. When providing this notification to a
28 hospital, the notification must be made to the Director of Physical Therapy, or the Director of

1 Rehabilitation, or a person holding a position that is equivalent or higher, at the facility at which
2 Respondent is working.

3 12. NOTIFICATION OF CHANGE OF NAME OR ADDRESS The
4 Respondent shall notify the Board, in writing, of any and all name and/or address changes within
5 ten (10) days.

6 13. PROHIBITED USE OF ALIASES Respondent may not use aliases and
7 shall be prohibited from using any name which is not her legally-recognized name or based upon
8 a legal change of name.

9 14. INTERMITTENT WORK If the Respondent works less than 192 hours
10 as a physical therapist assistant in the physical therapy profession in a period of three months,
11 those months shall not be counted toward satisfaction of the probationary period. The
12 Respondent shall notify the Board if she works less than 192 hours in a three month period.

13 15. TOLLING OF PROBATION The period of probation shall run only
14 during the time Respondent is practicing or performing the duties of a physical therapist assistant
15 within California. If, during probation, Respondent does not practice or perform within
16 California, Respondent is required to immediately notify the probation monitor in writing of the
17 date that Respondent is practicing or performing physical therapy out of state, and the date of
18 return, if any. Practicing or performing as a physical therapist assistant by the Respondent in
19 California prior to notification to the Board of the Respondent's return will not be credited
20 toward completion of probation. Any order for payment of cost recovery shall remain in effect
21 whether or not probation is tolled.

22 16. VIOLATION OF PROBATION If Respondent violates probation in any
23 respect, the Board, after giving Respondent notice and the opportunity to be heard, may revoke
24 probation and carry out the disciplinary order that was stayed. If an accusation or petition to
25 revoke probation is filed against Respondent during probation, the Board shall have continuing
26 jurisdiction until the matter is final, and the period of probation shall be extended until the matter
27 is final.

28 17. REQUEST TO SURRENDER LICENSE DUE TO RETIREMENT.

1 HEALTH OR OTHER REASONS Following the effective date of this probation, if Respondent
2 ceases practicing or performing physical therapy due to retirement, health or other reasons or is
3 otherwise unable to satisfy the terms and conditions of probation, Respondent may request to
4 surrender her license to the Board. The Board reserves the right to evaluate the Respondent's
5 request and to exercise its discretion whether to grant the request or to take any other action
6 deemed appropriate and reasonable under the circumstances. Upon formal acceptance of the
7 tendered license, the terms and conditions of probation shall be tolled until such time as the
8 license is no longer renewable, the Respondent makes application for the renewal of the tendered
9 license or makes application for a new license.

10 18. COMPLETION OF PROBATION Upon successful completion of
11 probation, Respondent's license shall be fully restored.

12 19. CALIFORNIA LAW EXAMINATION - WRITTEN EXAM ON THE
13 LAWS AND REGULATIONS GOVERNING THE PRACTICE OR PERFORMANCE OF
14 PHYSICAL THERAPY Within 90 days of the effective date of this decision, Respondent shall
15 take and pass the Board's written examination on the laws and regulations governing the practice
16 of physical therapy in California. If Respondent fails to pass the examination, Respondent shall
17 be suspended from the practice of physical therapy until a repeat examination has been
18 successfully passed.

19 20. PRACTICE OR PERFORMANCE OF DUTIES OF A PHYSICAL
20 THERAPIST ASSISTANT WHILE ON PROBATION It is not contrary to the public interest
21 for the Respondent to practice and/or perform the duties of a physical therapist assistant under
22 the probationary conditions specified in this disciplinary order. Accordingly, it is not the intent
23 of the Board that this order, the fact that the Respondent has been disciplined, or that the
24 Respondent is on probation, shall be used as the sole basis for any third party payer to remove
25 Respondent from any list of approved providers.

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ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Physical Therapist Assistant License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Physical Therapy Board.

DATED: 4/26/07.



LUCIA ESCOBAR, PTA
Respondent

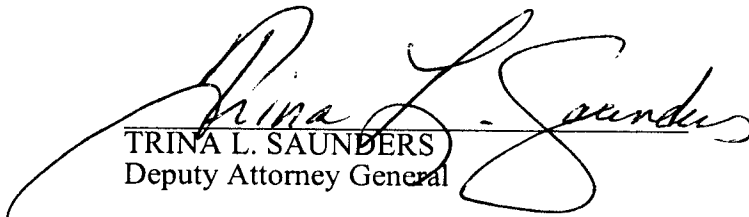
ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Physical Therapy Board.

DATED: May 16, 2007

EDMUND G. BROWN JR., Attorney General
of the State of California

ROBERT MCKIM BELL
Supervising Deputy Attorney General


TRINA L. SAUNDERS
Deputy Attorney General

Attorneys for Complainant

Exhibit A

Accusation No. 1D 2004 63972